

EXHIBIT FF

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

CHARLENE CARTER)
VS.) CIVIL ACTION NO.
) 3:17-CV-02278-X
)
SOUTHWEST AIRLINES CO., AND)
TRANSPORT WORKERS UNION OF)
AMERICA, LOCAL 556)

CONFIDENTIAL
VIDEOTAPED DEPOSITION OF
AUDREY STONE
NOVEMBER 24, 2020

ANSWERS AND DEPOSITION OF AUDREY STONE,
produced as a witness at the instance of the
Plaintiff, taken in the above-styled and -numbered
cause on NOVEMBER 24, 2020, at 9:07 a.m., before
CHARIS M. HENDRICK, a Certified Shorthand Reporter
in and for the State of Texas, witness located at
Gillespie Sanford LLP, 4803 Gaston Avenue, Dallas,
Texas, pursuant to the Federal Rules of Civil
Procedure, the current emergency order regarding
the COVID-19 State of Disaster, and the provisions
stated on the record or attached hereto.

Page 2

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7 ALSO PRESENT: MR. MACK SPURLOCK - VIDEOGRAPHER

8 MS. CHARLENE CARTER
9 MS. LAUREN ARMSTRONG
9 MR. CHRIS MABERRY

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1

INDEX

2 Appearances 2

3 AUDREY STONE

4 Examination by Mr. Gilliam..... 7

5 Examination by Mr. Correll..... 216

6 Examination by Mr. Greenfield..... 252

7

8 Signature and Changes..... 258

9 Reporter's Certificate..... 260

10

11

EXHIBITS

12 Exhibit 1 - 8
13 Objections and Responses to Plaintiff's Subpoena
to Produce Documents, Information, or Objects,
Document 20

14

15 Exhibit 2 - 98
Unity Magazine Spring 2018 Issue, Document 2316 Exhibit 3 - 102
17 Email to Inflight Directors from Sonya Lacore,
Document 318 Exhibit 4 - 108
19 Email to Audrey Stone from [REDACTED],
Document 2720 Exhibit 5 - 118
21 Core Team Facebook Group Screenshots, Document 2422 Exhibit 6 - 140
Apology from Audrey Stone, Document 1723 Exhibit 7 - 141
24 Screenshot of Text from [REDACTED], Document 10

25

1

EXHIBITS

2	Exhibit 8 -	146
3	Apology from [REDACTED], Document 11	
4	Exhibit 9 -	150
5	Apology from [REDACTED], Document 18	
6	Exhibit 10 -	155
7	President's Message, Document 13	
8	Exhibit 11 -	158
9	Southwest Airlines Policies, Document 8	
10	Exhibit 12 -	179
11	Email to Audrey Stone from [REDACTED], Document 30	
12	Exhibit 13 -	185
13	Email to Audrey Stone from [REDACTED], Document 31	
14	Exhibit 14 -	187
15	Email to Audrey Stone from [REDACTED], Document 32	
16	Exhibit 15 -	194
17	Email to [REDACTED] from Audrey Stone, Document 33	
18	Exhibit 16 -	197
19	Read-Before-Flys, Document 9	
20	Exhibit 17-A -	203
21	Screenshots, Document 25-A	
22	Exhibit 17-B -	203
23	Screenshots, Document 25-B	
24	Exhibit 18 -	239
25	Audrey Stone Facebook Messages from Charlene Carter	
26	Exhibit 19 -	251
27	Facebook Message from Charlene Carter (Bates 616)	

1 PROCEEDINGS

2 THE VIDEOGRAPHER: We are now on
3 record. Today's date is November 24th, 2020. The
4 time is 9:07 a.m. Will counsel please introduce
5 yourselves; after which, will the court reporter
6 please swear in the witness?

7 MR. GILLIAM: Matthew Gilliam for
8 plaintiff Charlene Carter.

9 MR. CORRELL: Michael Correll for
10 defendant Southwest Airlines.

11 MR. GREENFIELD: Adam Greenfield on
12 behalf of defendant TWU Local 556.

13 MR. CLOUTMAN: Ed Cloutman also on
14 behalf of TWU Local 556.

15 MR. GILLESPIE: Joseph Gillespie on
16 behalf of the witness, Audrey Stone.

21 My name is Charis Hendrick, Court
22 Reporter, CSR No. 3469. I am administering the
23 oath and reporting the deposition remotely by
24 stenographic means from my home in Ellis County,
25 Texas.

1 AUDREY STONE,

2 having been first duly sworn, testified as follows:

3 EXAMINATION

4 BY MR. GILLIAM:

5 Q. Good morning, Ms. Stone.

6 A. Morning.

7 Q. My name is Matt Gilliam and I am the
8 attorney representing plaintiff Charlene Carter in
9 the case of Carter v. Transport Workers Union of
10 America Local 556 and Southwest Airlines. And I am
11 here today to ask you some questions regarding the
12 case.

13 If at any point you need a break, just
14 let me know. And do -- do you understand why
15 you're here today?

16 A. Yes.

17 Q. Okay. And you understand that you are
18 here under Subpoena?

19 A. Yes.

20 Q. Okay. And did you receive the Subpoena?

21 A. Yes.

22 Q. And have you had the chance to read the
23 Subpoena?

24 A. Yes.

25 O. Okay. I would like to mark Document 20 as

Page 15

1 Q. Okay. All right. And did you remain as
2 DEBM after losing the election for first vice
3 president?

4 A. No, I did not.

5 Q. Okay. And when did you serve as lead
6 negotiator on the negotiating team?

7 A. That began June 2013 and remained for the
8 duration of my term as president, which ended in
9 April of 2018.

10 Q. Okay. Now, I think you said you served on
11 an education committee. Were you the chair of the
12 education committee?

13 A. I was the -- a co-chair of the education
14 committee.

15 Q. Okay. And when were you co-chair of the
16 education committee?

17 A. I became co-chair at some point after I
18 joined the executive board as the Baltimore DEBM.
19 And I remained on the education committee through
20 -- through my DEBM term. And I may -- I may have
21 been chair at one point, the education -- it was
22 two different terms, and we had co-chairs that
23 changed over at some point during that term.

24 Q. Okay. And when did you serve on the
25 working women's committee?

Page 27

1 our members to contact representatives to ask for
2 extension -- an extension on that.

3 So things that were related to -- that
4 impacted that our members that were going on
5 legislatively that impacted the airline world. If
6 International sent out an update that they wanted
7 us to also send out to our members, they -- they
8 emailed our members separately and then we would
9 sometimes, you know, reiterate communications for
10 them as well.

11 Q. Okay. Now, was there a means for the
12 members to communicate back to the COPE committee?

13 A. Yes. Some of the emails -- all of our
14 committees have email -- usually have an email -- a
15 designated email address, but the communications
16 committee is who actually sent out our emails. And
17 so depending the reply, however com set it up, some
18 of those would go direct -- directly back to
19 communications; some would go directly back to the
20 committee.

21 Q. Okay.

22 A. As in the committee chairpersons.

23 Q. Okay. All right. And you said that you
24 became president in 2013; is that correct?

25 A. Yes, it is.

1 Q. Okay. And did you -- did you run for
2 president?

3 A. At that time, no, I had not.

4 Q. Okay. How did you come to be president in
5 2013?

6 A. As I had stated earlier, I had run for the
7 first vice president position in the 2012 election.
8 I lost that election. And in -- around May 2013,
9 there -- our top five national officers, two of
10 them resigned; and the other three national
11 officers were removed from office by the executive
12 board under the TWU International Constitution, as
13 well as our local bylaws.

14 And under our bylaws, which govern
15 local business -- again, in conjunction with the
16 TWU Constitution, if there is a vacancy in any
17 position for 18 months of the term, then the person
18 that had the next-highest votes for that position
19 in the election, the position goes to them with the
20 exception of the presidency. And then any vacancy
21 of the presidency, whether it's in the first half
22 or the last half of the term, the first vice
23 president moves up into the position of president.

24 So when resignations occurred of two
25 of the officers in May 2013, those two positions

1 went to the people that had -- had the next-highest
2 votes in the previous year's election. And then
3 the first vice president was the first position
4 removed by the executive board. And upon his
5 removal, the first vice presidency went to me. I
6 assumed the first vice president position. And
7 shortly thereafter, both the treasurer and the
8 president were removed from office as well. And I
9 then I assumed the role of the president.

10 Q. Okay. And I am sorry, you said the
11 treasurer and the -- the president were removed?

12 A. Yes. The -- it was -- it was total of the
13 first vice president, the president and the
14 treasurer.

15 Q. Okay. And who was the treasurer that was
16 removed?

17 A. Jerry Lindemann.

18 Q. Okay. And who was the president who was
19 removed?

20 A. Stacy K. Martin.

21 Q. And I apologize for my confusion. The --
22 the first vice president was removed as well?

23 A. Yes.

24 Q. Okay. And who was the first vice
25 president who was removed?

1 A. Our collective bargaining agreements don't
2 expire because we fall under the Railway Labor Act.
3 And under the RLA, they become amendable.

4 Q. Okay. The -- the -- the collective
5 bargaining agreements do have an end date on them,
6 correct?

7 A. They have an amendable date, not an
8 expiration date. They remain in effect until a new
9 contract is brought up -- is negotiated and
10 ratified.

11 Q. Okay. So if a contract has on the front
12 page it's effective from a certain date to October
13 of 2018, then the October 2018 is the amendable
14 date?

15 A. That's correct.

16 Q. Okay. All right. And after you became
17 president, when did the CBA that was existing at
18 the time first become amendable?

19 A. June 1st, 2013.

20 Q. Okay. And had -- well, were -- were
21 negotiation -- okay. So did negotiations start
22 sometime after June 1st, 2013?

23 A. Yes, they did.

24 Q. Okay. And you participated in those
25 negotiations?

1 A. Yes, I did.

2 Q. Okay. And, now, is the -- the process,
3 basically, Southwest and the union negotiates until
4 they reach a tentative agreement?

5 A. Yes.

6 Q. Okay. And do they try to reach -- well,
7 again -- again, just for my understanding, I mean,
8 are they negotiating to reach a tentative agreement
9 on all issues or do they reach just a tentative
10 agreement on a document as a whole?

11 A. The tentative agreement for our contract
12 is on the document as a whole, the entire
13 collective bargaining agreement.

14 Q. Okay. And when -- do you recall exactly
15 when negotiations started after June 1st, 2013?

16 A. I believe it was around June 10th.

17 Q. Okay. And how -- well, when did -- so
18 after June 10th, when negotiations began, when did
19 Southwest and the union reach a tentative
20 agreement?

21 A. We reached a tentative agreement, I
22 believe, early July 2015.

23 Q. Okay. And were Southwest and the union
24 negotiating continuously between June of 2013 and
25 July of 2015?

1 A. Yes.

2 Q. Okay. And so do -- do they have meetings
3 -- do the negotiating teams have meetings about
4 once a month?

5 A. No. We usually met more frequently than
6 that.

7 Q. Okay. Okay. So it was more frequently
8 than once per month. Was there ever a hiatus --
9 well, that's probably the wrong term to use.

10 Was there ever a -- I guess, a break
11 in the negotiations in the sense that there was
12 some window between June 10th and early July 2015
13 where the parties weren't negotiating?

14 A. No.

15 Q. Okay. All right. And when Southwest and
16 the union reached a tentative agreement in July of
17 2015, did the union's negotiating team take that
18 tentative agreement to the executive board?

19 A. Yes, they did.

20 Q. Okay. And did the executive board vote to
21 submit that to the membership?

22 MR. GREENFIELD: And, Ms. Stone, I am
23 going to ask you to refrain from providing
24 testimony to the extent the executive board was in
25 executive session with legal counsel present, as

1 it's attorney/client privilege. But you may answer
2 if -- if it does not include that.

3 THE WITNESS: Okay.

4 A. Yes, the executive board put the tentative
5 agreement out to the membership for a vote.

6 Q. (By Mr. Gilliam) Okay. And is that the
7 typical practice that when -- when there is a
8 tentative agreement -- agreement reached between
9 the two parties, that the executive board has a
10 vote whether to, I guess, submit it to the
11 membership or not?

12 A. Yes, it's outlined in our TWU Local 556
13 bylaws.

14 Q. Okay. When that -- what happened when the
15 -- that tentative agreement was presented to the
16 membership?

17 A. It was rejected.

18 Q. Okay. And when -- when did they vote?

19 A. I don't recall the specific dates that
20 they voted. It was voted on in July of 2015.

21 Q. Okay. All right. So after July -- I am
22 sorry. After the membership voted to reject the
23 first TA in July of 2015, did the negotiating team
24 go straight back to the negotiating table?

25 A. No, we did not.

1 to the membership; not for it to be a two-way
2 vehicle. I -- I did not personally have any
3 Facebook page set up for union members to
4 communicate directly with me.

5 Q. Okay. Did you have an account that was
6 labeled Audrey Stone TWU 556?

7 A I believe I had an account at one point
8 during one of the elections that I had designated
9 as that, where I would post anything union related
10 personally.

11 Q. Okay. When did you open that account?

12 A. I can't remember. I had a Facebook -- I
13 had a Facebook account for a number of years. I
14 think I may have designated that one after I became
15 president.

16 Q. Okay. So you -- you -- just to make sure
17 I understand, you designated it -- did you
18 designate it as Audrey Stone TWU after you became
19 president?

20 A. I think so.

21 Q. Okay.

22 A. I -- I am -- I am not 100 percent certain
23 of when. I was not super active on Facebook before
24 or after I was president. It was not a
25 communication tool I primarily used, but I didn't

Page 95

1 want family and friends to -- to -- if I was going
2 to post something regarding Local 556, I just
3 didn't want family and friends to be inundated with
4 that if -- if I was posting something that was
5 union.

6 Q. Okay. And is it -- is it correct to say
7 that you definitely had that account open at the
8 time of one of your elections?

9 A. I had a Facebook account open during my
10 2015 election. I may have had a Facebook account
11 open during my DEBM election; I am not certain.

12 Q. Okay. And did union members contact you
13 at that Audrey Stone TWU Facebook account?

14 A. On my page?

15 Q. Either by sending you messages or posting
16 on -- at Audrey Stone TWU page?

17 A. Some did, yes.

18 Q. Okay.

19 A. It was not -- it was not frequent. It was
20 not frequently used by members to contact me.

21 Q. Okay. Did your family contact you on that
22 page?

23 A. No. I think I had a family member that
24 would tag me in things or post some things, but,
25 again, Facebook in general wasn't something I used

Page 96

1 frequently, so people knew that email or phone
2 calls was a easier way to reach me.

3 Q. Okay. Do you know if you -- you checked
4 that Audrey Stone TWU Facebook account on a monthly
5 basis?

6 A. Probably monthly, yes.

7 Q. Okay. Do you think you checked that
8 Audrey Stone TWU account weekly?

9 A. No.

10 Q. Okay. All right. Now -- and I want to
11 make sure that I specifically ask this question. I
12 know you talked about your -- your advocacy on
13 behalf of union members and their social media
14 grievances as -- as a whole. And we talked about
15 some of the things that took place in early 2015.

16 Prior to 2015, did you specifically
17 assist any individual flight attendants with their
18 grievances?

19 A. In what capacity?

20 Q. In any capacity.

21 A. Yes. As I said earlier, I had been a shop
22 steward since 2006. Sometimes meetings I did as a
23 shop steward weren't a fact-finding meeting for the
24 investigation team. It was a Step 2 appeal where
25 they were -- they had filed a grievance on a

1 blanks. They had three other women.

2 Q. Okay. You don't remember the other women
3 right now?

4 A. I -- I am sorry. I blanked. It was a --
5 it was a -- it was five -- five women that ran
6 together. And Lyn and Kristen are the only two I
7 can name right now.

8 Q. Okay. And were -- were both groups active
9 on social media at that time?

10 A. There were members of each of the two
11 slates that were active on social media.

12 Q. Okay. So the -- I guess, the supporters
13 for each side were actively discussing the
14 elections on social media; is that right?

15 A. Yes.

16 Q. Okay. Now, did the supporters of your
17 slate have a particular group that they posted in?

18 A. Yes.

19 Q. Okay. And did that group have a name?

20 A. Yes.

21 Q. Okay. And what was the name of that
22 group?

23 A. The Core Team.

24 Q. Okay. Let's see. I would like to mark
25 Document 24 as Exhibit 5.

1 Q. Okay.

2 A. -- at Southwest Airlines.

3 Q. All right. All right. And further down,

4 [REDACTED] posts, Click would never support one
5 of the friendlies. I believe this is being
6 harvested in -- in the surrogates.

7 Do you know what the term "friendlies"
8 refers to?

9 A. People that were supportive of our
10 administration and were -- you know, that we were
11 doing -- that were outspoken about it.

12 Q. Okay. And below that, Audrey Stone TWU;
13 is that your post?

14 A. Yes.

15 Q. Okay. And the second sentence says, the
16 carpet bagger and the ain't-got-time-for-that
17 charges.

18 Who is the carpet bagger?

19 A. Don Shipman.

20 THE REPORTER: I'm sorry, say it
21 again.

22 Q. (By Mr. Gilliam) Don Shipman?

23 A. Yes. I believe that was the nickname for
24 Don Shipman.

25 Q. Okay. Why did you call Don Shipman the

1 A. She was not getting grievances settled;
2 grievances were continuing to climb without any
3 progress being made. We had two grievance chairs
4 at that time; there was one assisting Lyn. And it
5 reached a point where Southwest -- Southwest was
6 working out grievances with -- with me on breaks
7 from negotiations and caucuses.

8 And we sat down numerous times and
9 talked to her about expectations, what needed to
10 improve, including her attendance in the office.
11 And it -- it didn't. And at that point, I want to
12 say I had been working with her for probably nine
13 months without seeing improvement.

14 Q. All right. So after, I guess -- at some
15 point in early 2015, did some of these posts --
16 well, I guess I should first ask: Was this a
17 private group?

18 A. Yes.

19 Q. Okay. And at some point in 2015, did
20 these posts leak out?

21 A. Yes. Let me add: I believe it was also a
22 -- considered a secret group. So there is --
23 again, I am not a Facebook expert, but I believe
24 there is public, private and secret. There is
25 different privacy settings for each. So I think

Page 131

1 there is a level that's tighter -- for lack of a
2 better word -- privacy setting than a private
3 group, and I believe that's secret. And this was a
4 secret group.

5 Q. Okay. So it was a surprise when the --
6 the post leaked out?

7 A. Yes.

8 Q. Okay. When did you first hear that the
9 post leaked out?

10 A. I don't -- I don't remember.

11 Q. Okay. Now, do you -- do you remember if
12 -- so let -- let me back up a bit.

13 Is it correct that [REDACTED] was
14 called in for a social media policy violation for
15 -- for posts he made in this group?

16 A. I believe so.

17 Q. Okay.

18 A. Yes.

19 Q. Do you remember if anyone else's posts in
20 this group resulted in Southwest finding a social
21 media policy violation?

22 A. I believe there were other flight
23 attendants who were called in for -- for meetings
24 regarding a possible violation.

25 Q. Okay. Do you remember who any of those

1 social media.

2 Q. Okay. And I am sorry, what is Steve
3 Murtoff's position? I am sorry.

4 What was Steve Murtoff's position at
5 the time you spoke with him?

6 A. I believe he was a director. He was a
7 director in inflight, but I don't recall which --
8 he's moved around within inflight and held various
9 -- had -- held more than one role while
10 instructing. I don't recall what his specific
11 title was at that point.

12 Q. Okay. And do you remember any other
13 specifics of your discussions with Naomi Hudson
14 prior to talking to Hafner in early 2015?

15 A. That, again, we had hardly seen any social
16 media activity or discipline come down from
17 Southwest. And that there had suddenly been a lot.
18 It appeared a lot when you go from a handful of
19 cases to more than 10 in a short time frame. And
20 that it did not appear that the discipline was
21 being applied consistently.

22 And I used the same example I
23 testified to earlier that I spoke to Hafner about;
24 about in, you know, the same base and the same
25 conversation thread and one flight attendant was

Page 135

1 issued, I believe, a written warning and one was
2 terminated; it -- it was -- it was -- it was about
3 that.

4 Q. Okay. Do you remember any of the -- your
5 specific -- other specific discussions with Juan
6 Suarez?

7 MR. CORRELL: And, Ms. Stone, before
8 you answer that question, I need to ask a couple of
9 questions myself to see if there is a privilege
10 issue here. Ms. Stone, were you speaking to
11 Mr. Suarez on behalf of the union or on behalf of
12 yourself as an employee of Southwest Airlines?

13 THE WITNESS: I was speaking to him on
14 behalf of the union.

15 MR. CORRELL: Okay. In that case, you
16 are free to answer this question. I would ask that
17 you not reveal any communications you had with
18 Mr. Suarez if he came to you to ask you questions
19 as an employee or if you were coming to him as an
20 employee; do you understand?

21 THE WITNESS: Yes.

22 MR. CORRELL: Thank you.

23 A. So my conversations with Juan were the
24 same -- one of them was a meeting with Naomi and
25 Juan and it was about what I just spoke to with

1 regards to my conversation with -- with Naomi.

2 I -- that meeting, I actually set up
3 through Juan because I called him to schedule a
4 meeting because one of the flight attendants that
5 was terminated during that time period had been
6 terminated while on an overnight. And then
7 Southwest had that flight attendant traveling home
8 in uniform on a Southwest plane. And it was an
9 issue that had been addressed by the union, by me,
10 before regarding procedures, and it happened again
11 and I was very unhappy about that.

12 And I reached out to Juan to discuss
13 my concerns about the way the termination was
14 handled and to request that we sit down and talk
15 about social media and what was happening with
16 social media. That termination was because of a
17 social media violation.

18 Q. (By Mr. Gilliam) What was the social
19 media violation in that case?

20 A. [REDACTED] calling another employee a
21 fucktard.

22 Q. Okay. And what was Mr. Suarez's response
23 to what you communicated to him?

24 A. Which time?

25 Q. In -- I guess, in that meeting with Naomi.

1 A. He said they -- he -- they both said they
2 would look into it; that they were unaware of some
3 of the things I showed them when I was asking for
4 explanations on, you know, why did this warrant
5 termination and this warranted a written warning.
6 They said they would look into it, and that was it.
7 It was -- it was -- it was me asking questions and
8 showing them things and them not being able to
9 provide many answers.

10 Q. Okay. And what did you show them in that
11 meeting?

12 A. The post that I just mentioned that I've
13 used -- the one I just said I've used as an example
14 where this flight attendant was terminated for
15 calling somebody a fucktard, but in the same
16 conversation, another flight attendant made some
17 comments about the employee that were not nice and
18 could be construed as a threat and they were issued
19 a written warning.

20 Q. Okay. And the other employee, that was a
21 post in the Core group thread as well?

22 A. I believe so, yes.

23 Q. Okay. And who was the other employee?

24 A. I don't know. She's the one earlier I
25 said I know that there was another Phoenix --

1 Q. Oh, okay.

2 A. -- flight attendant brought in, but I
3 didn't -- I don't recall her name.

4 Q. Okay. Did you show them anything else to
5 support your argument?

6 A. I don't remember. That was the -- that
7 was the biggest one that I was using as an example
8 of the lack of consistency. I think I may have
9 also had other examples of flight attendants that
10 -- in that meeting that had been terminated while
11 on an overnight that had previously been addressed
12 with Southwest Airlines. Because that was the
13 other piece that I was addressing in that meeting
14 was another incident of that happening.

15 Q. Okay. And did you have more than one
16 communication with Mr. Suarez about the social
17 media policy?

18 A. No. That meeting was the only time the --
19 I recall us sitting down and talking outside of the
20 phone call I mentioned to schedule the meeting.
21 And then I believe -- I don't think he -- I don't
22 think -- I don't believe it was he that got back to
23 me. I believe it was Naomi that got back to me and
24 said that they were not willing to relook at any of
25 the -- the discipline with the social media cases

1 and they needed to continue through the grievance
2 process.

3 Q. Okay. And it was later that you had your
4 conversation with Mike Hafner about these issues?

5 A. Yes. That follow-up is what generated my
6 conversation with Hafner.

7 Q. Okay. And -- and did you have any
8 communications with any Southwest management before
9 this -- about the social media policy violations
10 that -- any specific communications you remember
11 besides what you just described with Steve Murtoff
12 and Amy Hudson and Juan Suarez?

13 A. No. Not that I -- not that I remember.

14 Q. Okay. All right. Now, were you ever
15 asked by anybody in Southwest management to address
16 complaints made by any of the other flight
17 attendants about what was posted in the Core group?

18 A. Are you -- can you -- can you reask that
19 question? I want to make sure I'm understanding it
20 correctly.

21 Q. Yeah.

22 MR. GILLIAM: Do you care to read back
23 the question?

24 THE REPORTER: Sure.

25 (Record read by Reporter.)

1 A. No.

2 Q. (By Mr. Gilliam) Okay. And do you recall
3 making any -- or I am sorry.

4 Do you -- do you recall issuing any
5 communications about what was posted in the Core
6 group?

7 A. Yes.

8 Q. Okay. And do you recall issuing a -- an
9 apology for what was posted in the Core group?

10 A. Yes.

11 Q. Okay. And why did you issue that apology?

12 A. Based off of some people being upset by
13 some of the comments that were made, that were said
14 by other flight attendants participating in that
15 group. And while I didn't set the group up, it was
16 a group set up by members of my slate. I felt
17 responsible to issue an apology for anyone who had
18 been hurt by some -- anything that came out of
19 that.

20 Q. Okay. Okay. If we could mark Document 17
21 as Exhibit 6.

22 (Exhibit 6 marked.)

23 Q. (By Mr. Gilliam) And, Ms. Stone, if you
24 don't mind turning to Exhibit 17 -- I am sorry --
25 Document 17.

1 A. Okay.

2 Q. So in the -- I guess, the first line, I
3 believe it says, I want to apologize on behalf of
4 everyone in the Core Team for the hurt and
5 disappointment caused when screenshots were
6 distributed on Facebook.

7 And it goes on. Were you contacted
8 directly about flight attendants who were -- were
9 disappointed?

10 A. Of people just reaching out to just me?

11 Q. Yes.

12 A. I don't remember if anybody reached out
13 just to me.

14 Q. Okay. How do you remember hearing about
15 the -- you know, what -- what you described as the
16 hurt and disappointment?

17 A. There was -- I heard from other members of
18 my team that there was chatter on some of the other
19 Facebook groups about it. And I believe the
20 executive board -- I believed we received some
21 emails about it as well.

22 Q. Okay. If we could mark Document 10 as
23 Exhibit 7.

24 (Exhibit 7 marked.)

25 Q. (By Mr. Gilliam) Please flip to Document

Page 144

1 -- it's sometime before the elections were over.
2 And I believe that ended around mid- -- mid-March.
3 So it was sometime before then.

4 Q. Okay. So could you have told Chris that
5 you -- you were issuing this statement?

6 A. No. Not via my union email, which is how
7 he contacted the executive board.

8 Q. Okay. Why didn't you email him back with
9 your personal email?

10 A. Because I did not want Chris Click or
11 other flight attendants to have my personal email.

12 Q. Okay. So I want to go to the second page
13 of -- let's see -- Document 17. Make sure I am in
14 the right place here. The -- the last paragraph.
15 It says, please remember that SWA management is
16 currently watching our elections closely. They are
17 watching to see if our flight attendants are paying
18 attention and if they will participate in the vote
19 for who will continue leading our negotiating team.

20 Why did you believe that Southwest
21 management was watching the elections?

22 A. For the reasons I stated in the next two
23 sentences: The -- under our bylaws, the vote for
24 president to the Local 556 is also the vote for the
25 lead negotiator. And at that point, we had been in

Page 145

1 contract negotiations for over a year and a half.

2 And it -- I believed that they were
3 going to be looking at how many flight attendants
4 even participate in voting in the election for the
5 officers and the board members to see how many
6 flight attendants were active in terms of showing
7 up to vote in a critical time of negotiations.

8 Q. Do you believe it would have hurt
9 negotiations if your team lost the election?

10 A. Yes, I do.

11 Q. And why is that?

12 A. After, again, over 18 months of
13 bargaining, changing out the lead negotiator at
14 that point, putting somebody in to take over a team
15 that had been working together, putting somebody in
16 that didn't have any -- any experience with --
17 potentially putting somebody who had no experience
18 with sections of bargaining; no experience working
19 with any of those individuals. No experience --
20 potentially no experience with working with the
21 members of the Southwest Airlines negotiating team.
22 I believe it would have slowed things down
23 dramatically, which, I believe, could have had a
24 negative impact.

25 Q. Did anyone with Southwest management ever

1 Q. Okay.

2 MR. GILLIAM: Are we up to Exhibit 10?

3 THE REPORTER: Yes.

4 MR. GILLIAM: Okay. I'd like to mark
5 Document 13 as Exhibit 10.

6 (Exhibit 10 marked.)

7 Q. (By Mr. Gilliam) Take a look at Document
8 13. Let me know once you have read it.

9 A. Okay.

10 Q. Do you recognize this?

11 A. Yes.

12 Q. And what is it?

13 A. It's a president's message that appeared
14 in a Unity update.

15 Q. Okay. And what prompted you to publish
16 this message?

17 A. The successful resolution of the batch of
18 social media grievances that I had addressed with
19 Mike Hafner that I spoke to about earlier this
20 morning; the successful resolution of the rules is
21 why I published this.

22 Q. Okay. And there is a date on the front
23 page of April 20th, 2015. Is -- do you recall if
24 that's the correct date that you sent this?

25 A. I believe so.

1 Q. Okay. Now, on the second page, I think
2 it's the first full sentence, it says, I am pleased
3 that over the last month, Southwest Airlines has
4 finally taken us seriously.

5 And did you believe that Southwest had
6 taken you seriously because it resolved that batch
7 of grievances?

8 A. Yes.

9 Q. Okay. And then I think you continue on in
10 the next sentence. Your -- and it says, your union
11 has been addressing Southwest Airlines social media
12 policy for a long time.

13 Now, in addressing the social media
14 policy for a long time, was that just the -- the
15 reference to discussing the batch of grievances
16 with Mike Hafner in early 2015?

17 A. It was primarily that, but social media --
18 there were cases here and there prior to that, just
19 not to the level of volume. And it -- I had, it
20 felt like, spent a very long time, since the volume
21 had started increasing, trying to address it with
22 the leaders and feeling like it was unheard until
23 the meeting that happened.

24 Q. Okay. And then it continues and says, we
25 have been -- we have been bringing forward your

1 concerns around the lack of clear guidelines on a
2 policy that is both vague and undefined.

3 Did -- did you also believe that the
4 social media policy was vague and undefined?

5 A. Yes, I did.

6 Q. Okay. And why is that?

7 A. Because the version that was being applied
8 back then was very -- if it was anything that
9 someone found offensive, even if it wasn't another
10 employee or directed at another employee, Southwest
11 was viewing it as, well, you know, we can -- it can
12 be a violation. It was -- it was very broad --
13 very, very broad in scope in just that it could --
14 anything that anybody found offensive, it felt like
15 they would say, well, it's a social media violation
16 if it occurred in a social media platform.

17 Q. Okay. Do you think that the problem of
18 the policy being vague and undefined was corrected
19 after 2015?

20 A. No.

21 Q. Okay. Would you say that the policy
22 remains vague and undefined today?

23 A. I haven't read the most recent -- I don't
24 -- I have not recently read the most current
25 policy. I believe they made some changes to it

1 since 2015.

2 Q. Since what date?

3 A. I said since 2015, when this was written,
4 I believe Southwest Airlines has updated the social
5 media policy.

6 Q. Okay. Do you know if those changes
7 corrected the policy being vague and undefined?

8 A. I don't know.

9 Q. Okay. And you were familiar with the
10 policy while you were president, correct?

11 A. Yes.

12 Q. Okay. Okay. Let's see. Could I -- one
13 minute. I'll find it in this stack shortly.
14 Direct your attention to Document 8 and also mark
15 Document 8 as Exhibit 11.

16 (Exhibit 11 marked.)

17 Q. (By Mr. Gilliam) And particularly,
18 everything but the last page. Or -- actually, more
19 -- well, yeah. I will ask you some questions about
20 some of the others as well.

21 A. Okay. I skimmed it.

22 Q. Okay. And do you recognize these?

23 A. Yes.

24 Q. And what are they?

25 A. One is the mission statement as of August

1 2013. One is the workplace bullying and hazing
2 policy as of April 2015. One is the social media
3 policy effective April 2016. And one is the
4 harassment, sexual harassment, discrimination,
5 retaliation policy of Southwest Airlines as of
6 April 2014. And one is disability, discrimination
7 and workplace accommodation policy effective
8 January 2019.

9 Q. Okay. And if I could direct your
10 attention to the one that says App 10 at the
11 bottom, the social media policy.

12 A. Okay.

13 Q. And do you -- do you believe this is still
14 vague and undefined compared to the policy as you
15 remembered it in 2015?

16 A. I think pieces of it could be, but, again,
17 I don't -- I don't have the -- I don't know if this
18 is changed. I don't have the comparison of exactly
19 what was in effect --

20 Q. Okay.

21 A. -- there.

22 Q. Okay. Now, flipping to App 12, policy
23 concerning harassment, sexual harassment,
24 discrimination, retaliation.

25 A. Okay.

1 -- that were interfered with.

2 A. That someone should -- well, the flight
3 attendants that -- that were suspended for their
4 photographs believed that they had the right post
5 the lyrics of -- that they had the right to post
6 the lyrics of a song on their personal page and
7 advertise that they were going to a concert. And
8 they said that they felt like that was their right
9 as a flight attendant and it didn't hurt anyone.
10 So that is an example of a personal right, that
11 those flight attendants felt like they had the
12 right to do that. And Southwest, at that time, had
13 felt differently.

14 Q. Do you think that management had
15 interfered in [REDACTED] personal rights?

16 A. I felt like management had not applied the
17 appropriate level of discipline to [REDACTED]
18 statement that he made.

19 Q. Okay. Do you believe that management had
20 interfered in [REDACTED] personal rights?

21 A. Yes, given the discipline they applied.

22 Q. What personal rights do you believe that
23 management had interfered with in [REDACTED]
24 case?

25 A. Well, they -- they tried to state -- I

1 guess it's not a personal right. They -- they
2 tried to state that he had violated a -- a
3 protected class by using the word "fucktard." That
4 -- that was -- that was the crux of my pushback
5 against the discipline he received. It wasn't
6 about his -- his personal right. It was about him
7 being cited with a violation of a protected class
8 that I didn't believe was legally -- that there
9 wasn't a definition that was a protected class.

10 Q. So you do not believe that any of [REDACTED]
11 [REDACTED] personal rights were implicated by
12 Southwest's actions regarding him?

13 A. I don't have his discipline letter in
14 front of me and I don't feel comfortable answering
15 that without knowing exactly what he -- what all he
16 was cited and what all they investigated. I know
17 of the word that he stated that triggered his
18 investigation, but I don't know all of the details,
19 so I -- I don't feel confident answering that. I
20 know [REDACTED] felt like -- well, I actually don't know
21 how [REDACTED] felt, so I can't speak to that either;
22 that's speculating.

23 Q. Do you think that in these cases that were
24 within the batch that you discussed with Mike
25 Hafner involved any -- any flight attendants'

Page 168

1 rights to engage in protected union activity?

2 A. Yes, for the ones that were specifically
3 discussing the election.

4 Q. Okay. So only posts that specifically
5 discuss the election involved protected union
6 activity?

7 A. Well, that's my opinion.

8 Q. Okay. Apart from what you described in
9 the care of [REDACTED] -- [REDACTED] [REDACTED] and [REDACTED]
10 [REDACTED], were there -- did you have any other
11 communications with Southwest management about
12 flight attendants' personal rights?

13 A. No.

14 Q. Okay.

15 A. No, not to my recollection.

16 Q. All right. In the next paragraph, you
17 say, over the last several weeks, I met with
18 various Southwest Airlines leaders, including our
19 vice president of cabin services, Mike Hafner.

20 So it -- this says various Southwest
21 Airlines leaders. Now, in the weeks preceding this
22 letter, did you meet -- does that refresh your
23 recollection as to whether you met with other
24 Southwest leaders apart from Naomi or Mike?

25 A. I testified earlier that I was in a

1 Q. Yes.

2 A. No, I don't recall that.

3 Q. Okay. All right. Now -- now, you -- we
4 discussed [REDACTED] earlier. And I think he
5 had -- he received social media discipline for his
6 fucktard comment. And he was originally terminated
7 for that, correct?

8 A. Yes.

9 Q. Okay. Had he been terminated before?

10 A. Yes.

11 Q. And what had he been terminated for?

12 A. I believe it also had -- it was a social
13 -- social media.

14 Q. Okay. And do you remember any details
15 about his social media violation?

16 A. No, not that one.

17 Q. Okay. All right. Let's see. If I could
18 mark Document 30 as Exhibit 12.

19 (Exhibit 12 marked.)

20 A. Okay.

21 Q. (By Mr. Gilliam) Okay. Do you recognize
22 this?

23 A. I recognize the -- the first -- the first
24 parts; not the -- the second pieces.

25 Q. Okay. And which parts do you recognize,

Page 180

1 just so that I am clear?

2 A. The first -- the first page and first half
3 of the second page through -- through [REDACTED] email
4 to me.

5 Q. Okay. Okay. And do you recognize [REDACTED]
6 -- or, I guess, your -- your email to [REDACTED] on
7 August 13th at 5:13 p.m.?

8 A. Mine says August -- mine says October
9 13th.

10 Q. And I am sorry. Did I say August?
11 October 13th at 5:13 p.m.

12 A. Yes, now I do that I am looking at it.

13 Q. Okay. Okay. All right. And what -- what
14 are these emails?

15 A. I believe this is after he had been
16 terminated the first time. And I think he had been
17 terminated for making a comment about there needing
18 to be a public execution.

19 Q. Okay. Did he say who there should be a
20 public execution of?

21 A. I don't -- I don't remember exactly what
22 he posted. I think it was in a large post. And I
23 think it was -- I believe he was referencing just
24 the constant -- what he believed -- bullying that
25 was going on. And that if one person had been

Page 181

1 disciplined, then it might stop. But, again, I
2 don't -- I don't remember the specific of what he
3 posted, but I -- but that public execution was in
4 it.

5 Q. Okay. And did -- did you agree with the
6 company terminating [REDACTED] for using the
7 phrase "public execution"?

8 A. No.

9 Q. And why not?

10 A. Because [REDACTED] did not -- did not literally
11 mean that someone should be executed. And he
12 explained that, what his intent was, in -- in his
13 comment and what he was -- what he meant by it, and
14 it was not to cause somebody physical harm or to
15 kill them.

16 Q. Okay. And did you, I guess, represent
17 [REDACTED] at any stage of his disciplinary
18 investigation?

19 A. Yes.

20 Q. Okay. And what -- what part of his
21 disciplinary investigation did you represent him
22 in?

23 A. I -- well, I assisted his grievance
24 specialist in his Step 2 appeal meeting.

25 Q. Okay. And who did you have that Step 2

Page 182

1 meeting with?

2 A. I think it was Mike Sims, but I am not 100
3 percent certain.

4 Q. Okay. And the company upheld his
5 termination, correct?

6 A. No.

7 Q. I am sorry. So the company did reverse
8 his termination?

9 A. Yes. At some point in the grievance
10 process, it was reduced.

11 Q. Okay. Do you know what point in the
12 grievance process his discipline was reduced?

13 A. No. I don't recall if it was after the
14 Step 2 or after the -- or after it had been heard
15 by the executive -- I believe it was at some point
16 after the Step 2.

17 Q. Okay.

18 A. Again, I am -- I am -- I am not -- I am
19 not positive.

20 Q. And what was the -- well, let me back up.
21 During the Step 2, did you make an argument to
22 Southwest as to why he should not be terminated?

23 A. His -- his -- [REDACTED] -- in a Step 2
24 meeting, it's the flight -- primarily the flight
25 attendant's responsibility to bring forward new

1 information or explain why they believe the
2 discipline is unjust. So [REDACTED] appealed to
3 Southwest Airlines primarily -- why he felt like --

4 THE REPORTER: I'm sorry, say the last
5 part; I didn't hear it.

6 A. -- regarding why he felt like he shouldn't
7 be terminated.

8 Q. (By Mr. Gilliam) And at any point in his
9 disciplinary process, did you make any arguments to
10 someone with Southwest as to why he should not be
11 terminated?

12 A. I -- I feel confident at some point in his
13 Step 2, I would have made some statement.

14 Q. Okay. Did you argue that he was engaged
15 in any protected activity in making the comment?

16 A. I don't recall. I don't -- I don't think
17 so.

18 Q. Okay. So in the -- the email below that
19 continues on to the next page, [REDACTED] comments to
20 you about a private email between Mike and him.
21 And is that Mike Hafner?

22 A. I believe so.

23 Q. Okay. And -- and he says, I am hopeful
24 that relationship is working behind the scenes in
25 some form on his behalf and would not want to do

Page 200

1 the enforcement of the social media policies?

2 A. No, not that I can recall.

3 Q. Okay. And turning to the second page of
4 the February 22nd, 2017 read-before-fly, had you
5 communicated with -- with anyone in Southwest
6 management about that read fly -- read-before-fly
7 being issued before it was issued?

8 A. No. I don't recall knowing that this one
9 was -- at the time.

10 Q. Okay. All right. Switching gears a
11 little bit. Now, you attended the January 2017
12 women's march; is that correct?

13 A. Yes.

14 Q. Okay. And did you help organize that
15 event?

16 A. I wasn't -- I -- I assisted, yes.

17 Q. Okay. And how did you assist with the
18 organization of that event?

19 A. I assisted the chairperson of the
20 committee; that's how I found out even about
21 anything related to the event. And she came to me
22 and told me that there were a group -- there were
23 flight attendants throughout the system reaching
24 out -- had reached out to her asking her if the
25 committee -- you know, wanting to know how they

Page 214

1 policy violations?

2 A. I, in my report, cited what I believed it
3 was a violation of, yes.

4 Q. Okay. Let's see. How much --

5 MR. GILLIAM: Can we go off record
6 real quick?

7 THE VIDEOGRAPHER: We're off record at
8 5:50 -- 5:44 p.m.

9 (Recess taken.)

10 THE VIDEOGRAPHER: We are back on
11 record at 5:58 p.m.

12 Q. (By Mr. Gilliam) Okay. Ms. Stone, just a
13 few more questions before I wrap up. So have you
14 -- or I am sorry. Did you ever report Jeanna
15 Jackson for a social media policy violation?

16 A. I think so, towards the end of my term.

17 Q. Okay. And did you ever report [REDACTED]
18 [REDACTED] for a -- any disciplinary violation?

19 A. No.

20 Q. Okay. Did you ever report any other
21 flight attendant for a disciplinary violation?

22 A. I don't believe so.

23 Q. Okay. And what did you report Jeanna
24 Jackson for?

25 A. She had made some posts of -- about

1 contract celebration -- contract-signing
2 celebration that the union hosted. And in there,
3 she and some other flight attendants had posted
4 photos and -- I am sorry, I don't think that's --
5 that's not what I -- that's not what I reported. I
6 don't -- I don't remember. I don't remember the
7 specifics.

8 Q. Okay. Do you know if any other executive
9 board member reported a flight attendant for a --
10 any disciplinary violation?

11 A. Yes.

12 Q. Okay. And what other executive board
13 members reported a flight attendant for
14 disciplinary violation?

15 A. Cuyler Thompson. And I believe Sam
16 Wilkins --

17 Q. Okay.

18 A. -- did as well.

19 Q. And who did Cuyler Thompson report?

20 A. I think it was [REDACTED].

21 Q. Okay. And who did Sam Wilkins report?

22 A. I think it was Jeanna Jackson and another
23 flight attendant by the name of [REDACTED] -- I am
24 blanking on her last name. There is a couple of
25 different flight attendants whose first name is

1 So the purpose was to -- to introduce
2 them; to try to foster that; to help actually talk
3 about where the committee could go in the future.
4 It resulted even in a name change of the committee
5 came out of that meeting. As I mentioned earlier,
6 Liz Schuler was very high up within AFL-CIO; came
7 and spoke about her leadership career.

8 We volunteered to do work with Working
9 America, a group based out of DC that helps
10 employees that aren't represented by a bargaining
11 unit. It helps -- but it's -- they help them lobby
12 and -- and advocate for better, you know,
13 conditions and rights at work. Those are -- those
14 are some of the things that the meeting --

15 Q. Was the women's committee meeting itself
16 about abortion?

17 A. No, not at all.

18 Q. Was it even discussed in your involvement
19 with the women's committee meeting?

20 A. It was never discussed.

21 Q. How was the trip to DC for the women's
22 committee meeting funded?

23 A. Southwest Airlines provided the free
24 travel for -- for flight attendants. All of the
25 other flight attendants volunteered their time for

1 the meeting. I was a salary position, so it was --
2 it was a flat rate, but I -- I believe I was the
3 only one that was -- that -- well, technically,
4 being paid besides Gwen York, our international
5 committee chairperson, who was on full-time staff
6 with International at that time.

7 And then the -- the hotel and Airbnb
8 cost were paid for out of the working women's
9 committee budget, as well as one meal the day of --
10 the day of the -- the committee meeting.

11 Q. When you say Southwest provided free
12 travel, what do you mean by that?

13 A. We have -- we have an agreement that we
14 can submit travel for any official human business.
15 The way that that's done has changed over time
16 during my union career, but it -- it's -- it's,
17 basically, a submission for travel on Southwest
18 Airlines. And instead of it being nonrevenue with
19 space available, it is -- it's usually what is
20 considered positive space. So had to be a seat
21 available for sale to reserve it, but it was --
22 that's -- that's what I mean by -- by travel.

23 Q. And when you say you had an agreement with
24 the company, is this part of the collective
25 bargaining between 556 and the company?

1 A. Yes.

2 Q. So if Southwest had said, no, you can't
3 have tickets to go to this meeting, would that be
4 something the union could have grieved?

5 A. I believe so. If -- you know, because we
6 even had -- we had a process even internally. It
7 wasn't something that any member could just email
8 this department at Southwest and request union
9 travel. Like, we had an internal process where it
10 went through us first to ensure that it was, you
11 know, official union travel before it was then sent
12 to Southwest Airlines.

13 Q. And in this instance, when the union
14 reached out to get this travel authorization, was
15 it required to explain what the union business was;
16 or do you just reach out and say, we need X number
17 of seats for union business?

18 A. There was -- there is a -- at least under
19 the system then -- and please know I'm not who
20 actually submitted the travel, so I'm not saying it
21 as somebody who -- who did it myself. But there
22 was -- I believe it was like a line, you had to put
23 in what the purpose was for. And there were times
24 where Southwest could, you know, question if the
25 purpose wasn't clear enough or if they believed it

2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE NORTHERN DISTRICT OF TEXAS
4 DALLAS DIVISION

5 CHARLENE CARTER)
6 VS.)
7 SOUTHWEST AIRLINES CO., AND) CIVIL ACTION NO.
8 TRANSPORT WORKERS UNION OF) 3:17-CV-02278-X
9 AMERICA, LOCAL 556)
10 -----
11 DEPOSITION OF AUDREY STONE
12 NOVEMBER 24, 2020
13 (REPORTED REMOTELY)
14 -----
15 I, CHARIS M. HENDRICK, Certified Shorthand
16 Reporter in and for the State of Texas, do hereby
17 certify to the following:
18 That the witness, AUDREY STONE, was by me
19 duly sworn and that the transcript of the oral
20 deposition is a true record of the testimony given
by the witness.
21 I further certify that pursuant to Federal
22 Rules of Civil Procedure, Rule 30(e)(1)(A) and (B)
23 as well as Rule 30(e)(2), that review of the
24 transcript and signature of the deponent:
25 ____xx____ was requested by the deponent and/or a

1 party before completion of the deposition.

2 _____ was not requested by the deponent and/or
3 a party before the completion of the deposition.

4 I further certify that I am neither
5 attorney nor counsel for, nor related to or
6 employed by any of the parties to the action in
7 which this deposition is taken and further that I
8 am not a relative or employee of any attorney of
9 record in this cause, nor am I financially or
10 otherwise interested in the outcome of the action.

11 The amount of time used by each party at
12 the deposition is as follows:

13 Mr. Gilliam - 6:58 hours/minutes

14 Mr. Correll - 1:07 hours/minutes

15 Mr. Greenfield - 8 minutes

16

17 Subscribed and sworn to on this 4th day of
18 December, 2020.

19

20

21 
CHARIS M. HENDRICK, CSR # 3469

22 Certification Expires: 10-31-21

23 Bradford Court Reporting, LLC

24 7015 Mumford Street

25 Dallas, Texas 75252

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CONFIDENTIAL VIDEOTAPED DEPOSITION OF AUDREY STONE

Case 3:17-cv-02227-BK Document 2122-32 Filed 09/02/22 Page 55 of 59 Page ID 47639

Page 259

1 I, AUDREY STONE, have read the foregoing
2 deposition and hereby affix my signature that same
3 is true and correct, except as noted above.

4

5

6

AUDREY STONE

7 THE STATE OF _____
8 COUNTY OF _____

9 Before me, _____, on this day
10 personally appeared AUDREY STONE, known to me (or
11 proved to me under oath or through _____) to
12 be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that
they executed the same for the purposes and
consideration therein expressed.

13

14 Given under my hand and seal of office this _____
15 day of _____, 2020.

16

17

18

NOTARY PUBLIC IN AND FOR THE
STATE OF _____

19

20 MY COMMISSION EXPIRES: _____

21

22

23

24

25

1

2 I, AUDREY STONE, have read the foregoing deposition and hereby affix
3 my signature and declare under penalty of perjury that the same is true
and correct, except as noted within the above correction pages.

4

5


AUDREY STONE

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Page 258

1 CHANGES AND SIGNATURE

2 WITNESS NAME: AUDREY STONE

3 DATE OF DEPOSITION: NOVEMBER 24, 2020

4 PAGE LINE CHANGEREASON

5

6 See attached correction pages

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Audrey Stone Deposition Corrections:

Page:Line	Correction	Reason
16:3	Change "TW" to "TWU"	Typo
30:1	Change "Chris Klein" to "Chris Click"	Typo
35:6	Change "Rena Senel" to "Rena Sinel"	Typo
44:22	Change "Senel" again to "Sinel"	Typo
48:10	Change "working conduct" to "work and conduct"	Typo
58:15	Change first sentence to read, "I believe I actually took them back to grievance chair first, and she disseminated them to the grievance specialist/flight attendants."	Clarification
69:3	Change "sharing" to "chairing"	Typo
69: 9	Change "sharing" to "chairing"	Typo
69:23	Add "COPE" before "chairperson"	Clarification
82:7 and 8	After "test agreement" on line 7 insert a period and delete the rest of the sentence.	Clarification
102:5	Change "ranking" to "receiving"	Typo
106:6	Change "attendants'" to "attendance"	Typo
106:21 and 22	Change sentence to "I believe that we contacted the shop steward committee chairperson."	Clarification
112:17	Change "Brad" to "Brett"	Typo
118:1	Change "blanks" to "blanked"	Typo
126:18	Change "scores" to "boards"	Typo
129:18	Change "status" to "position"	Clarification
134:10	Change "instructing" to "inflight"	Typo
139:12	Change "Amy" to "Naomi"	Typo
155:20	Change "rules" to "grievances"	Clarification
173:23	Change "Brandon" to "Brendan"	Typo
174:17	Change "Steven" to "Steve"	Typo
174:18	Change "Brandon" to "Brendan"	Typo
175:12	Change "working conduct tools" to "work and conduct rules"	Typo

175:17 and 18	strike “whether it had wanted to be” and change to “why it was”	Clarification
177:5	Change “working conduct rules” to “work and conduct rules”	Typo
190:13	Change “universal” to “upper”	Typo
192:8	Change “Vialla” to “Battle”	Typo
192:13	Change “Vialla” to “Battle”	Typo
193:8	Change “moved to” to “had been at Southwest”	Clarification
195:9	Add, to end of answer, add “it could be.”	Clarification
197:7	Change “branch” to “batch”	
199:23	change answer to, “No, I was focused on the contract.”	Clarification
207:6	After “I don’t have anything” add, “that the union does not already have as part of discovery in this litigation.”	Clarification
207:11	After “No, I don’t believe so” add, “other than what has been provided to the union as part of discovery in this litigation.”	Clarification
228:14	Change “human” to “union”	Typo
235:7	Delete “not”	Typo
243:3	Delete “when”	Typo